



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

ADC

SDMS Document



99030

September 27, 2007

BY TELECOPY & OVERNIGHT DELIVERY

I. Leo Motiuk, Esq.
Windels Marx Lane & Mittendorf, LLP
120 Albany Street Plaza
New Brunswick, NJ 08901

**Re: Cornell-Dubilier Electronics, Inc. Superfund Site - 126 Spicer Avenue
Proposed Settlement Agreement Pursuant to Section 122(h) of CERCLA
CERCLA Docket No. 02-2007-2014**

Dear Leo:

This will advise that the 30-day public comment period applicable to the above-referenced Settlement Agreement ended on September 24, 2007. The United States Environmental Protection Agency ("EPA") has not received any comments on the Settlement Agreement. In accordance with Paragraph 41 of the Agreement, EPA hereby issues written notice that the effective date of the Agreement is September 27, 2007. A copy of the fully-executed Settlement Agreement is enclosed herewith.

Pursuant to Paragraph 11 of the Agreement, payment of the settlement amount of \$203,249, plus Interest, and the penalty amount of \$25,000, is due by October 27, 2007. Instructions for the two payments are found in Paragraphs 12 to 14. Please advise me of the day on which D.S.C. of Newark Enterprises, Inc. ("DSC") will make payment of the \$203,249, and EPA's Financial Management Branch will calculate the exact amount of Interest due under the terms of the Agreement as of the day of payment.

Thank you for your cooperation in working with EPA to achieve this settlement.

Sincerely,

Sarah P. Flanagan
Assistant Regional Counsel

Enclosure

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY

IN THE MATTER OF:)	SETTLEMENT AGREEMENT
)	FOR RECOVERY OF
Cornell-Dubilier Electronics, Inc.)	PAST RESPONSE COSTS
Superfund Site)	
South Plainfield, Middlesex County, NJ)	U.S. EPA Region 2
)	CERCLA Docket No. 02-2007-2014
D.S.C. of Newark Enterprises, Inc.)	
SETTLING PARTY)	PROCEEDING UNDER SECTION
)	122(h)(1) OF CERCLA
)	42 U.S.C. § 9622(h)(1)

TABLE OF CONTENTS

I.	<u>JURISDICTION</u>	3
II.	<u>BACKGROUND</u>	3
III.	<u>PARTIES BOUND</u>	4
IV.	<u>DEFINITIONS</u>	4
V.	<u>PAYMENT OF RESPONSE COSTS AND PENALTY</u>	5
VI.	<u>FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT</u>	6
VII.	<u>COVENANT NOT TO SUE BY EPA</u>	8
VIII.	<u>RESERVATIONS OF RIGHTS BY EPA</u>	8
IX.	<u>COVENANT NOT TO SUE BY SETTLING PARTY</u>	9
X.	<u>EFFECT OF SETTLEMENT/CONTRIBUTION</u>	9
XI.	<u>SITE ACCESS</u>	10
XII.	<u>ACCESS TO INFORMATION</u>	11
XIII.	<u>RETENTION OF RECORDS</u>	12
XIV.	<u>NOTICES AND SUBMISSIONS</u>	13
XV.	<u>INTEGRATION/APPENDICES</u>	14
XVI.	<u>PUBLIC COMMENT</u>	14
XVII.	<u>ATTORNEY GENERAL APPROVAL</u>	15
XVIII.	<u>EFFECTIVE DATE</u>	15

I. JURISDICTION

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1). The authority vested in the EPA Administrator has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and redelegated to the Director of the Emergency and Remedial Response Division, Region 2.

2. This Settlement Agreement is made and entered into by EPA and D.S.C. of Newark Enterprises, Inc. ("Settling Party"). Settling Party consents to and will not contest EPA's authority to enter into this Settlement Agreement or to implement or enforce its terms. Settling Party agrees that this Settlement Agreement will resolve EPA's potential claims for stipulated penalties for Settling Party's alleged failure to comply with the requirements of Administrative Order on Consent ("AOC"), Index No. CERCLA 02-2000-2005.

II. BACKGROUND

3. This Settlement Agreement concerns the Cornell-Dubilier Electronics, Inc. Superfund Site ("Site") located in South Plainfield, New Jersey. The Site consists of a former manufacturing facility, once owned and operated by Cornell-Dubilier Electronics, Inc. ("CDE") for the manufacture of capacitors, adjacent contaminated residential, commercial and municipal properties, contaminated groundwater, and contaminated sediments of the Bound Brook, an adjacent waterway. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA has undertaken response actions at the Site. EPA has undertaken a series of removal actions to stabilize the Site and clean up certain contaminated residential and commercial properties. EPA currently is performing a remedial action to clean up additional contaminated residential, commercial and municipal properties, and shortly will begin a remedial action to address the contaminated soils and buildings at the former CDE manufacturing facility.

5. Among the removal actions performed by EPA was the removal action at a residential property located at 126 Spicer Avenue, South Plainfield, NJ, that is part of the Site. In or about June 2000, EPA entered into AOC Index No. CERCLA-02-2000-2005 with Settling Party requiring Settling Party to perform the removal action at 126 Spicer Avenue. Settling Party did not perform the action to EPA's satisfaction and on June 22, 2001, EPA advised Settling Party that EPA would perform the removal action instead of Settling Party, as contemplated by Paragraph 51 of AOC Index No. CERCLA-02-2000-2005.

6. In performing the response action at 126 Spicer Avenue, which Settling Party had agreed to perform pursuant to AOC Index No. CERCLA-02-2000-2005 but did not perform, EPA has incurred response costs at or in connection with the Site.

7. EPA alleges that Settling Party is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for response costs incurred or to be incurred at or in connection with the Site. EPA further alleges that Settling Party failed to comply with the terms of AOC Index No. CERCLA-02-2000-2005, and it is therefore liable for stipulated penalties payable to EPA under Paragraph 80 of AOC Index No. CERCLA-02-2000-2005.

8. EPA and Settling Party recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is being entered into without the admission or adjudication of any issue of fact or law.

III. PARTIES BOUND

9. This Settlement Agreement shall be binding upon EPA and upon Settling Party and its successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

10. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

c. "Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XVIII.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

e. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

f. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or a lower case letter.

g. "Parties" shall mean EPA and Settling Party.

h. "Past Response Costs" shall mean those costs, including direct and indirect costs, that EPA has paid at or in connection with the removal action performed at 126 Spicer Avenue through December 31, 2006, plus accrued Interest on all such costs through the date of payment.

i. "Penalty" shall mean the amount paid by Settling Party to resolve EPA's claim for stipulated penalties for Settling Party's alleged failure to comply with the requirements of AOC Index No. CERCLA 02-2000-2005.

j. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

k. "Settlement Agreement" shall mean this Settlement Agreement and any attached appendices. In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

l. "Settling Party" shall mean D.S.C. of Newark Enterprises, Inc.

m. "Site" shall mean the Cornell-Dubilier Electronics, Inc. Superfund Site, located in South Plainfield, Middlesex County, New Jersey, and generally shown on the map included in Appendix A.

n. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. PAYMENT OF PAST RESPONSE COSTS AND PENALTY

11. Within 30 days of the Effective Date of this Settlement Agreement, Settling Party

shall pay to EPA \$203,249, plus an additional sum for Interest on that amount calculated from March 31, 2004, through the date of payment. Also within 30 days of the Effective Date of this Settlement Agreement, Settling Party shall make a separate penalty payment to EPA of \$25,000.

12. Payments shall be made to EPA by Electronic Funds Transfer ("EFT") to the Federal Reserve Bank of New York, accompanied by a statement providing the following information:

- (i) Amount of payment
- (ii) Title of Federal Reserve Bank Account to receive the payment: **EPA**
- (iii) Account Code for Federal Reserve Bank Account receiving the payment:
68010727
- (iv) Federal Reserve Bank ABA Routing Number: **021030004**
- (v) Name and address of Settling Party
- (vi) Docket Number **CERCLA-02-2007-2014**
- (viii) Site/Spill Identifier: **02-GZ**
- (ix) Field Tag 4200 of the Fedwire message: D 68010727 Environmental Protection Agency
- (x) SWIFT address: FRNYUS33
33 Liberty Street
New York, NY 10045

13. At the time of each payment, Settling Party shall also send notice that payment has been made to EPA in accordance with Section XIV (Notices and Submissions). Such notice shall reference the date of the EFT, the payment amount, the name of the Site, the site number, and Settling Party's name and address. The notice for the \$25,000 payment should indicate that it is for stipulated penalties.

14. The payment of \$203,249 plus Interest to be paid pursuant to Paragraph 11 shall be deposited in the Cornell-Dubilier Electronics, Inc. Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund. The payment of \$25,000 to be paid pursuant to Paragraph 11 shall be deposited in the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

15. Interest on Late Payments. If Settling Party fails to make any payment required by Paragraph 11 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

16. Stipulated Penalty.

a. If any amounts due to EPA under Paragraph 11 are not paid by the required date, Settling Party shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 15 \$500 per violation per day that such payment is late.

b. If Settling Party does not comply with its access obligations under Section XI, Settling Party shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, \$1000 per violation per day of such noncompliance.

c. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be deposited in the EPA Hazardous Substance Superfund. All payments to EPA under this Paragraph shall be paid in accordance with the payment procedures set forth in Paragraph 12, shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID Number 02-GZ, EPA Docket Number CERCLA-02-2007-2014, and the name and address of the party making payment.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Party of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due or the day a violation occurs, and shall continue to accrue through the date of payment or the final day of correction of the noncompliance. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

17. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Party's failure to comply with the requirements of this Settlement Agreement, if Settling Party fails or refuses to comply with the requirements of this Settlement Agreement it shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Settlement Agreement, Settling Party shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

18. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. Payment of stipulated penalties shall not excuse Settling Party from payment as required by Section V or from performance of any other requirements of this Settlement Agreement.

VII. COVENANT NOT TO SUE BY EPA

19. Covenant Not to Sue by EPA. Except as specifically provided in Section VIII (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against Settling Party pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), to recover Past Response Costs or to penalize Settling Party for Settling Party's alleged failure to comply with the requirements of AOC Index No. CERCLA 02-2000-2005 or otherwise to enforce AOC Index No. CERCLA 02-2000-2005. This covenant shall take effect upon receipt by EPA of all amounts required by Section V (Payment of Past Response Costs and Penalty) and any amounts due under Section VI (Failure to Comply with Settlement Agreement). This covenant not to sue is conditioned upon the satisfactory performance by Settling Party of its obligations under this Settlement Agreement. This covenant not to sue extends only to Settling Party and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY EPA

20. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Party with respect to all matters not expressly included within the Covenant Not to Sue by EPA in Paragraph 19. Notwithstanding any other provision of this Settlement Agreement, EPA reserves all rights against Settling Party with respect to:

- a. liability for failure of Settling Party to meet a requirement of this Settlement Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

21. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

IX. COVENANT NOT TO SUE BY SETTLING PARTY

22. Settling Party covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs or this Settlement Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of New Jersey, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law;

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs; and

d. any claims for compensation arising out of the building demolition that EPA will perform at the former CDE manufacturing facility, now owned by Settling Party, as part of Operable Unit 2 of the remedial action for the Site, including any claim that EPA's requirements for access to the buildings or the Site property, or EPA's demolition of the buildings or relocation of any tenants that may be occupying the buildings, will damage Settling Party or is a taking of property without just compensation; except that the waiver in this Paragraph 22(d) shall not apply in the event that EPA initiates a cost recovery action against Settling Party under Section 107 of CERCLA in which EPA seeks the response costs it has incurred in performing the building demolition, in which case Settling Party reserves its right, if any, to assert a counterclaim for compensation arising out of the building demolition, and EPA reserves all its defenses thereto.

23. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

X. EFFECT OF SETTLEMENT/CONTRIBUTION

24. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. The Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2) and (3), to pursue any such persons

to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

25. EPA and Settling Party agree that the actions undertaken by Settling Party in accordance with this Settlement Agreement do not constitute an admission of any liability by Settling Party. Settling Party does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in Section II of this Settlement Agreement.

26. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Settling Parties are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are Past Response Costs. The Parties further agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Settling Parties have, as of the Effective Date, resolved their liability to the United States for Past Response Costs.

27. Settling Party agrees that with respect to any suit or claim for contribution brought by it for matters related to this Settlement Agreement, it will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Settling Party also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Settlement Agreement, it will notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, Settling Party shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

28. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Party shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Section VII.

XI. SITE ACCESS

29. Settling Party shall, commencing on the Effective Date of this Settlement Agreement, provide EPA and its representatives, including contractors, with access at all reasonable times to the Site and to other property owned or controlled by Settling Party where access is needed to

implement response activities at the Site, for the purpose of conducting any response activity related to the Site, including, but not limited to, the following activities:

a. Monitoring, investigation, removal, remedial or other activities at the Site related to Operable Unit 2 of the remedial action for the Site, including:

- i. demolition of buildings and structures (including Building 18, which must be vacated by Settling Party on 30 days notice by EPA);
- ii. maintaining field trailers;
- iii. storage of equipment necessary to implement the remedial action;
- iv. conducting site visits;
- v. conducting field investigations;
- vi. inspecting and/or obtaining environmental samples; and
- vii. any other actions/activities required to properly conduct Operable Unit 2 of the remedial action; and

b. Verifying any data or information submitted to the United States;

c. Conducting investigations relating to contamination at or near the Site, including at 321 Spicer Avenue, South Plainfield, New Jersey;

d. Obtaining samples;

e. Assessing the need for, planning, or implementing response actions at or near the Site, including at 321 Spicer Avenue, South Plainfield, New Jersey;

f. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Party or its agents, consistent with Section XII (Access to Information); and

g. Assessing Settling Party's compliance with this Settlement Agreement.

30. Notwithstanding any provision of this Settlement Agreement, EPA retains all of its access authorities and rights, as well as all of its rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

XII. ACCESS TO INFORMATION

31. Settling Party shall provide to EPA, upon request, copies of all records, reports, or information (hereinafter referred to as "records") within its possession or control or that of its contractors or agents relating to activities at the Site or to the implementation of this Settlement

Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

32. Confidential Business Information and Privileged Documents.

a. Settling Party may assert business confidentiality claims covering part or all of the records submitted to EPA under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R.

§ 2.203(b). Records determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies records when they are submitted to EPA, or if EPA has notified Settling Party that the records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such records without further notice to Settling Party.

b. Settling Party may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Party asserts such a privilege in lieu of providing records, it shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to EPA in redacted form to mask the privileged information only. Settling Party shall retain all records that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Party's favor. However, no records created or generated pursuant to the requirements of this or any other settlement with EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

33. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XIII. RETENTION OF RECORDS

34. Until 10 years after the effective date of this Settlement Agreement, Settling Party shall preserve and retain all records now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

35. After the conclusion of the 10-year document retention period in the preceding Paragraph, Settling Party shall notify EPA at least 90 days prior to the destruction of any such

records and, upon request by EPA, Settling Party shall deliver any such records to EPA. Settling Party may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Party asserts such a privilege, it shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to EPA in redacted form to mask the privileged information only. Settling Party shall retain all records that it claims to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Party's favor. However, no records created or generated pursuant to the requirements of this or any other settlement with EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

36. Settling Party hereby certifies that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XIV. NOTICES AND SUBMISSIONS

37. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Party in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to EPA and Settling Party.

As to EPA:

Cornell-Dubilier Electronics Site Project Coordinator
New Jersey Remediation Branch
Emergency and Remedial Response Division
U.S. EPA, Region 2
290 Broadway, 19th Floor
New York, NY 10007
Attn: Peter Mannino

Cornell-Dubilier Electronics Site Attorney
Office of Regional Counsel
New Jersey Superfund Branch
U.S. EPA, Region 2
290 Broadway, 17th Floor
New York, NY 10007
Attn: Sarah Flanagan

U.S. EPA
26 W. Martin Luther King Drive
Attention: FINANCE
MS: NWD
Cincinnati, Ohio 45268
AcctsReceivable.CINWD@epa.gov

As to Settling Party:

D.S.C. of Newark Enterprises, Inc.
70 Blanchard Street
Newark, NJ 07105
Attn: Joseph Lockwood

I. Leo Motiuk, Esq.
Windels Marx Lane & Mittendorf, LLP
120 Albany Street Plaza
New Brunswick, NJ 08901

XV. INTEGRATION/APPENDICES

38. This Settlement Agreement and its appendix constitute the final, complete and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendix is attached to and incorporated into this Settlement Agreement:

“Appendix A” = Map of the Site

XVI. PUBLIC COMMENT

39. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with

Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper or inadequate.

XVII. ATTORNEY GENERAL APPROVAL

40. The Attorney General or his designee has approved the settlement embodied in this Settlement Agreement in accordance with the inherent settlement authority of the Attorney General.

XVIII. EFFECTIVE DATE

41. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 39 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By:


George Pavlou

7/24/07
Date

Director, Emergency and Remedial Response Division, Region 2

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement for Recovery of Past Response Costs in the matter of AOC Index No. CERCLA-02-2007-2014, relating to the Cornell-Dubilier Electronics, Inc. Superfund Site in South Plainfield, Middlesex County, New Jersey:

FOR SETTLING PARTY: D.S.C. of Newark Enterprises, Inc.
70 Blanchard Street
Newark, NJ 07105

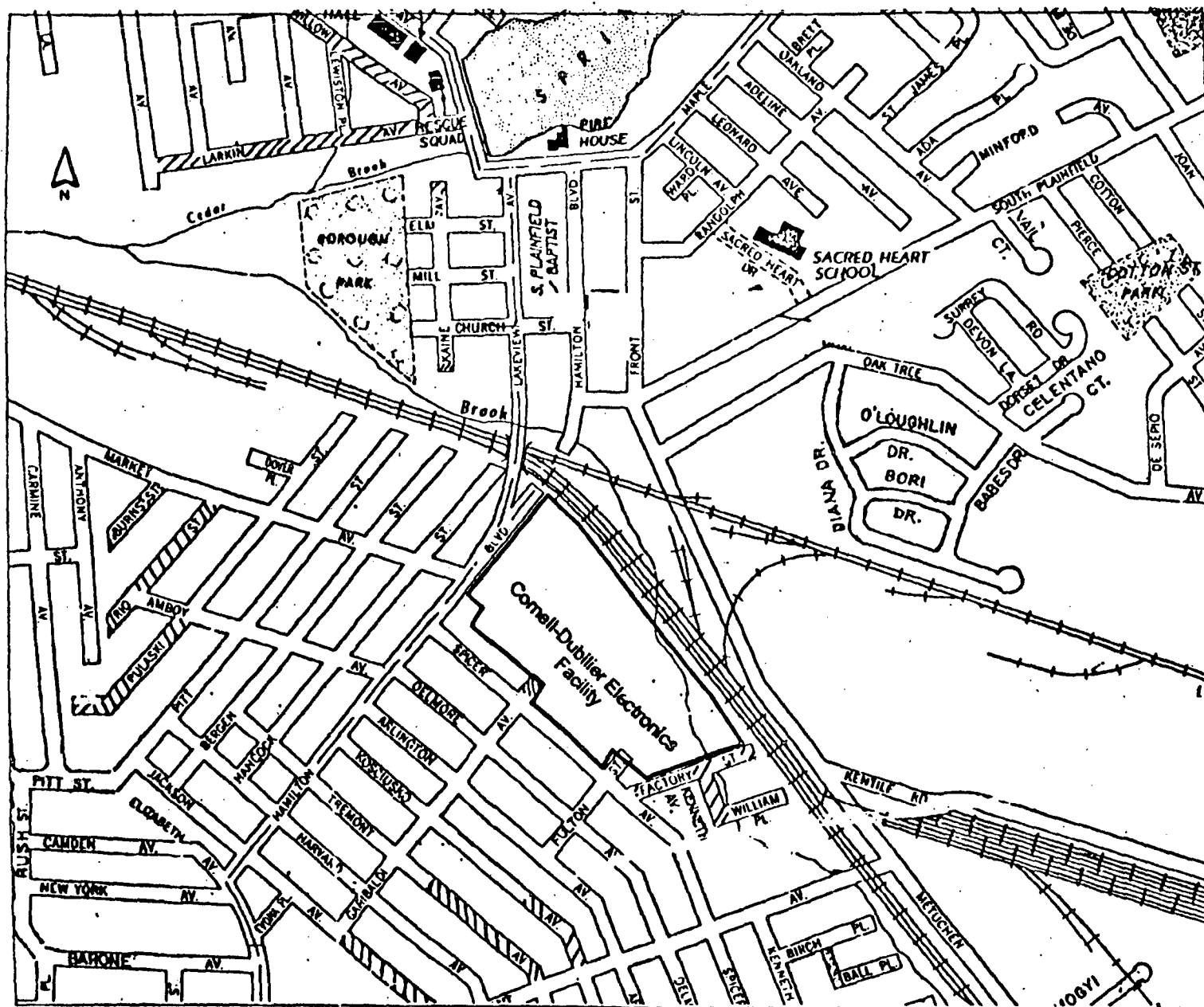
By: _____

Anthony Coraci, President

7/19/07

Date

APPENDIX A



Cornell-Dubilier Electronics Superfund site
Site Location Map